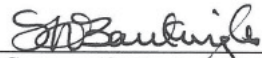




SO ORDERED.

SIGNED this 8th day of April, 2019

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.
PLEASE SEE DOCKET FOR ENTRY DATE.**


Suzanne H. Bauknight
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
KNOXVILLE, TENNESSEE

IN RE:

MICHAEL DULIN,

No. 3:18-BK-33056-SHB

Debtor.

Chapter 7

SHANE PARKEY, and wife,
MELISSA PARKEY,

Plaintiffs,

v.

ADVERSARY NO. 19-ap-03017-SHB

MICHAEL DULIN,

Defendant.

AGREED JUDGMENT

The plaintiffs, Shane and Melissa Parkey ("Parkeys"), filed a Complaint to Determine the

Debt is Non-Dischargeable pursuant 11 U.S.C. § 523(a)(2), (4) and (6) against the defendant/debtor Michael Dulin (the “Debtor”). As reflected by the signature of counsel below, the Debtor has agreed to resolve this action without the need for trial and have agreed to the entry of an Agreed Judgment, as set forth herein.

Findings

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. § 523.
2. Venue in the Eastern District of Tennessee is proper pursuant to 28 U.S.C. § 1409(a).
3. This is a core proceeding under 28 U.S.C. § 157(b)(2)(I).
4. Parkeys are a creditor of the Debtor, having filed the proof of claim designated as Claim 16 on the Claims Register. As of the date of the filing of the Bankruptcy Petition, the outstanding balance on the claim was \$100,543.90 less a credit for the value of the work completed. The parties has agreed that the debt the Debtor owed the Parkeys as of the petition date was \$99,147.91. Pre-judgment interest has accrued since the debtor misused the Parkeys earnest money deposit paid on March 21, 2019.
5. Pursuant to the Agreed Order Approving Stipulation of Nondischargeability of Certain Debts entered contemporaneous herewith, the Debtor has stipulated that this debt is nondischargeable, and the Debtor has waived his right to a discharge of this debt in this case and in any subsequent petition for relief in bankruptcy.

Order and Judgment

6. Judgment is hereby entered in favor of Parkeys against Michael Dulin, in the total amount of \$99,174.91, plus pre-judgment interest from March 21, 2018, at the rate prescribed in 28. U.S.C. § 1961.
7. The judgment is nondischargeable pursuant to 11 U.S.C. § 523(a) and 11 U.S.C. § 727(a).
8. Pursuant to Fed. R. Bank. Proc. 7054, costs are taxed to the Debtor, Michael Dulin.
9. Undersigned counsel of record represent that they are fully authorized to execute and enter into this Agreed Judgment on behalf of the respective parties whom they represent and acknowledge they have authority to bind the parties in this Adversary Proceeding.
10. Upon entry, this judgment is a final determination of the rights of the parties to secure the relief requested, namely a nondischargeable judgment, and, therefore, constitutes a Final Judgment in this Adversary Proceeding. The clerk is requested and directed to enter this judgment in Bankruptcy Case No. 3:18-BK-33056-SHB in accordance with Fed. R. Bank. Proc. 5003(a) and 7058.

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AGREED AND STIPULATED:

QUIST, FITZPARTICK & JARRARD, PLLC

By: /s/ Ryan E. Jarrard
Ryan E. Jarrard (BPR # 024525)
2121 First Tennessee Plaza
800 South Gay Street
Knoxville, TN 37929-9711
Attorney for Debtor

MOORE & BROOKS

By: /s/ James R. Moore

James R. Moore, (BPR # 005894)

6223 Highland Place Way, Suite 102

Knoxville, Tennessee 37919

(865) 450-5455

Attorney for Parkeys